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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/998,184	11/15/2001	Akio Iguti	01745/LH	4471

1933 7590 05/17/2005

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EXAMINER

STIMPAK, JOHNNA

ART UNIT PAPER NUMBER

3623

DATE MAILED: 05/17/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/998,184

Applicant(s)

IGUTI ET AL.

Examiner

Johnna R Stimpak

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 16 February 2005.
2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-28 is/are pending in the application.
4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5) ☐ Claim(s) _____ is/are allowed.
6) ☒ Claim(s) 1-28 is/are rejected.
7) ☐ Claim(s) _____ is/are objected to.
8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 2/16/05
4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____

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1. The following is a final office action upon examination of application number 09/998,184. Claims 1-28 are pending and have been examined on the merits discussed below.

Response to Arguments

2. Prior rejections under 35 USC 112 2nd paragraph regarding the use of “allowing”, have been withdrawn in response to the amended claims.
3. Applicant argues the Cherrington reference does not teach a “client”. However, Examiner notes that in the Cherrington reference, the technician is the user of the system. As claimed the term “client” can be construed as the user of the system. Hence, the technician is equated to the claimed “client.”
4. Applicant's arguments with respect to claims 1-28 regarding Cherrington et al not disclosing an option for purchasing a new product have been considered, but Examiner respectfully disagrees. In column 7, lines 49-67 of Cherrington et al, the customer can agree to the suggested services and/or part replacements – inherently the selection of a replacement part is the purchase of a new product to support the repair of the product. Prior rejections are upheld but may have been slightly modified based on the newly amended claims.

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 1-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cherrington et al, Us 5,657,233.

As per claim 1, Cherrington et al teaches displaying a display at a client terminal of a client for identifying a type of product as a repair object (column 6, lines 52-60 – information regarding the repair item is input, in this case, automobile information such as make, model and year of vehicle); subsequently displaying a question at the client terminal for checking a malfunction state of the identified repair object (column 5, lines 9-52 - user is prompted to input repair request information during inspection of repair item, system presents inspection categories to select with questions following such as indicating the status of the repair part); identifying a malfunction based on an answer to the displayed question and malfunction information stored in a malfunction information database (column 6, lines 52-60 – based on the repair object information input into the system, the inspection program accesses a specifications database and only requests information as appropriate for the repair part for the specified make, model and year of vehicle); calculating an estimate of a cost required for a repair of the malfunction and selectable options for making a repair request and for purchasing a new product (column 7, lines 55-67 – a cost estimate for repair is generated; column 7, lines 49-67 – based on the recommended services report, a cost estimate is displayed and the customer can agree to the suggested services and/or part replacements – inherently the selection of a replacement part is the purchase of a new product).

Cherrington does not explicitly teach calculating and displaying a date of delivery of a repair component based on the identification of the malfunction, however, it is old and well known in the art of auto repair that a time estimate is determined when new parts must be

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ordered to complete the repair. The determination of a time estimate is useful for both the service technician and the customer so that an appointment can be made to have the work completed when the parts are available. This will make for a more efficient system of scheduling repair work for both the service technician and the customer.

As per claim 2, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 3, teaches displaying a display at the client terminal for inputting client information when the option for making the repair request is selected at the client terminal; and accepting the repair request, when the client information is input at the client terminal (column 11, lines 44-65 – customer name is input during repair inspection process; column 7, lines 49-67 – customer accepts or declines suggested services).

As per claim 4, Cherrington et al teaches diagnosing a repair, requesting customer approval and completing repairs, but does not explicitly teach instructing collection of the repair object product from the client, when the acceptance of the repair request is defined. However, it is inherent to the Cherrington et al system that the repair object, in this case an automobile, would be “collected” to perform the indicated repair work.

As per claim 5, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

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As per claim 6, Cherrington et al teaches instructing collection of the repair object from the client and radio-transmitting money collection information to a radio mobile terminal, when the repair request is accepted (column 9, lines 1-9 – check verification, automatic withdrawal from debit accounts and/or credit card verification is integrated into the point of sale terminal), but does not explicitly teach instructing collection of the repair object product from the client, when the acceptance of the repair request is defined. However, it is inherent to the Cherrington et al system that the repair object, in this case an automobile, would be “collected” to perform the indicated repair work.

As per claim 7, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 8, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 9, Cherrington et al teaches the limitations as applied to claim 1 and also teaches reading and displaying new product information of the same product type as that of the repair object product from a new product information database (column 7, line 55 – column 8, line 11 – repair part cost from a parts catalog database is also displayed along with the cost estimate).

As per claim 10, Cherrington et al does not explicitly teach prohibiting the new product information from being displayed in the client terminal, when a purchase date of the repair object product is within a predetermined period. Cherrington et al teaches accessing a parts catalog database for part information retrieval. It is inherent to the Cherrington et al system that an outdated part (or a part that was purchased long ago) would not be in the system because it would not be available. This is common in replacement parts with the evolution of technology, for example, the exact brake pads for an antique car may not be available, but a newer version with an updated part number may be, however, the original part would not be in the system and would not be displayed.

As per claim 11, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 12, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 13, Cherrington et al teaches the displayed new product information corresponds to a same price group as the identified repair object (column 7, line 55 – column 8, line 11 – repair part cost from a parts catalog database is also displayed along with the cost estimate; column 6, lines 52-60 – based on the repair object information input into the system, the inspection program accesses a specifications database and only requests information as

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appropriate for the repair part for the specified make, model and year of vehicle – inherently the repair part is of the same price group of the product that needs repaired since the system only accesses information appropriate for the specified make, model and year of vehicle).

As per claim 14, Cherrington et al does not explicitly teach prohibiting the new product information from being displayed in the client terminal, when a purchase date of the repair object product is within a predetermined period. Cherrington et al teaches accessing a parts catalog database for part information retrieval. It is inherent to the Cherrington et al system that an outdated part (or a part that was purchased long ago) would not be in the system because it would not be available. This is common in replacement parts with the evolution of technology, for example, the exact brake pads for an antique car may not be available, but a newer version with an updated part number may be, however, the original part would not be in the system and would not be displayed.

As per claim 15, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 16, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 17, Cherrington et al teaches the displayed new product information is in a same price group as an estimated repair cost of the identified repair object (column 7, line 55 –

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column 8, line 11 – repair part cost from a parts catalog database is also displayed along with the cost estimate; column 6, lines 52-60 – based on the repair object information input into the system, the inspection program accesses a specifications database and only requests information as appropriate for the repair part for the specified make, model and year of vehicle – inherently the repair part is of the same price group of the product that needs repaired since the system only accesses information appropriate for the specified make, model and year of vehicle).

As per claim 18, Cherrington et al teaches prohibiting the new product information from being displayed at the client terminal, when a purchase date of the identified repair object is within a predetermined period.

As per claim 19, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 20, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 21, Cherrington et al teaches displaying a display at a client terminal of a client for identifying a type of product as a repair object (column 6, lines 52-60 – information regarding the repair item is input, in this case, automobile information such as make, model and year of vehicle); subsequently displaying a question at the client terminal for checking a malfunction state of the identified repair object (column 5, lines 9-52 - user is prompted to input

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repair request information during inspection of repair item, system presents inspection categories to select with questions following such as indicating the status of the repair part); identifying a malfunction based on an answer to the displayed question and malfunction information stored in a malfunction information database (column 6, lines 52-60 – based on the repair object information input into the system, the inspection program accesses a specifications database and only requests information as appropriate for the repair part for the specified make, model and year of vehicle); calculating an estimate of a cost required for a repair of the malfunction and selectable options for making a repair request and for purchasing a new product (column 7, lines 55-67 – a cost estimate for repair is generated; column 7, lines 49-67 – based on the recommended services report, a cost estimate is displayed and the customer can agree to the suggested services and/or part replacements – inherently the selection of a replacement part is the purchase of a new product);

Cherrington does not explicitly teach calculating and displaying a date of delivery of a repair component based on the identification of the malfunction, however, it is old and well known in the art of auto repair that a time estimate is determined when new parts must be ordered to complete the repair. The determination of a time estimate is useful for both the service technician and the customer so that an appointment can be made to have the work completed when the parts are available. This will make for a more efficient system of scheduling repair work for both the service technician and the customer.

As per claim 22, Cherrington et al teaches diagnosing a repair, requesting customer approval and completing repairs, but does not explicitly teach instructing collection of the repair object product from the client, when the acceptance of the repair request is defined. However, it

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is inherent to the Cherrington et al system that the repair object, in this case an automobile, would be “collected” to perform the indicated repair work.

As per claim 23, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 24, Cherrington et al teaches radio-transmitting money collection information to a radio-mobile terminal, when the acceptance of the repair request is defined (column 9, lines 1-9 – check verification, automatic withdrawal from debit accounts and/or credit card verification is integrated into the point of sale terminal), but does not explicitly teach instructing collection of the repair object product from the client, when the acceptance of the repair request is defined. However, it is inherent to the Cherrington et al system that the repair object, in this case an automobile, would be “collected” to perform the indicated repair work.

As per claim 25, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

As per claim 26, Cherrington et al teaches updating the malfunction information in the malfunction information database based on the identified malfunction (column 5, lines 13-52 – trouble information of the repair object, in this case an automobile, is updated in the system as the inspection process takes place).

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As per claim 27, Cherrington et al teaches displaying at the client terminal a questionnaire generated by a question selection system based on one of: selection of the option for making the repair request, an input that repair of the identified product is unnecessary, and a selection of the option for purchasing the new product; and taking answers to the questionnaire from the client terminal (column 5, lines 13-51 – depending on the repair request, different inspection categories are presented, the example in Cherrington shows inspection categories for a brake inspection).

As per claim 28, it is the computer system used to perform the method of claim 1. Since Cherrington et al also teaches the method of claim 1 carried out on a computer system, the same rejection as applied to claim 1 also applies to claim 28.

Conclusion

7. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Wong, US 5,432,904 – auto repair estimate, text and graphic system

Ruppelt et al, US 6,795,810 – web-enabled method and system for assisting a consumer to reach a purchasing decision regarding a product

Kolls, US 6,389,337 – transacting e-commerce and conducting e-business related to identifying and procuring automotive service and vehicle replacement parts.

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8. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Johnna R Stimpak whose telephone number is 571-272-6736. The examiner can normally be reached on M-F 8am-5:30pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on 571-272-6729. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

JS
5/9/05



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